

STATE OF WASHINGTON
OFFICE OF
COMMISSIONER OF PUBLIC LANDS

PORT OF ENGINEER

Olympia, July 28, 1959

1-1-1960

To the Honorable Commissioner of Public Lands, Olympia, Wash.:

SIR: I herewith submit the following report on Application No. H.A. 1783 by John B. Verhelst, 2606 Holman Street, Bremerton, Washington to lease the harbor area in front of Tracts 1 and 11 and intervening Renn Stroll, Supplemental Plat of Bayview Garden Tracts, a recorded plat in Government Lot 1, Section 14, and Government Lot 7, Section 11, all in Township 24 North, Range 1 East, W.M., located in the City and Port of Bremerton (District No. 1), in Kitsap County.

The desired tidelands were last included in Harbor Area Lease No. 1352 issued to the Western Gas Company of Washington for a term of 15 years from November 25, 1945 at an annual rental of \$96.00 for the period 1945 to 1951, and \$120.00 for the period 1952 to 1959 under application No. H.A. 1386. The said Harbor Area Lease No. 1352 was cancelled by Commissioner's Order dated February 10, 1959.

The portion of Harbor Area Lease No. 1352 fronting said Tract 11, Supplemental Plat of Bayview Garden Tracts was sub-leased to Helen B. Bresman on October 18, 1950 for a term to expire November 25, 1960 in conjunction with the expiration date of said Harbor Area Lease No. 1352. As Lease No. 1352 was cancelled prior to expiration date at the request of the lessee, it is possible that Helen B. Bresman, last known address being Box 694, Port Orchard, Washington may still be interested in the leasing of the portion fronting said Tract 11. When inspecting this application, please endeavor to contact Helen B. Bresnan to ascertain her wishes in this matter.

The exhibits submitted with application No. H.A. 1386 have been brought forward to apply on this application.

The Kitsap County Assessor by letter dated June 2, 1959 placed a valuation of \$2,000.00 on the desired area.

The Port Of Bremerton have not answered the Departments letter of May 26, 1959 requesting their recommendations re this application.

USEPA SF



1359940

The applicant states that the harbor area is wanted for a bulk plant site for a term of 20 years, that he is the owner of the abutting lands, and that improvements on the area consist of a dock and piling of no value, claimed by the State of Washington.

The description follows:

All harbor area lying in front of Tracts 1 and 11 and intervening Renn Stroll, Supplemental Plat of Bay View Garden Tracts in Government Lot 7, Section 11, and Government Lot 1, Section 14, Township 24 North, Range 1 East, W. M., lying between two lines produced at right angles across the harbor area to the outer harbor line, one passing through the meander corner of said Sections 11 and 14, and the other through the point of intersection of the west line of said Tract 11 with the inner harbor line, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington.

APPROXIMATE DIMENSIONS OF HARBOR AREA

Length along outer harbor line	430 feet
Length along inner harbor line	472.5 feet
Average width of Harbor area	<u>190 feet</u>
Total Area	81,700 sq. ft. or 1.88 acres.

Respectfully submitted,

M. EL BOWLER, Supervisor
Civil Engineering Division

RCC

MWH:mb

App. No. H.A. 1783

c B y .

STATE OF WASHINGTON, COUNTY OF THURSTON, ss.

THIS INDENTURE, Made this 8th day of December, A. D. 1959,
by and between the State of Washington, party of the first part, lessor, and

JOHN B. VERHELST, party of the second part, lessee

WITNESSETH, That the State of Washington, lessor, does hereby lease, demise and let unto
said party of the second part the following described property, situate in said State, County of
Kitsap, and being that part of the harbor area in front of the
following described property, to-wit:

~~Lot Tracts 1 and 11 and intervening Renn Stroll, Supplemental Plat~~
~~of Bayview Garden Tracts,~~ ~~Lands,~~
and more particularly described as follows:

All harbor area lying in front of Tracts 1 and 11 and
intervening Renn Stroll, Supplemental Plat of Bay View Garden
Tracts in Government Lot 7, Section 11, and Government Lot 1,
Section 14, Township 24 North, Range 1 East, W.M., lying be-
tween two lines produced at right angles across the harbor
area to the outer harbor line, one passing through the meander
corner of said Sections 11 and 14, and the other through the
point of intersection of the west line of said Tract 11 with
the inner harbor line, as shown on the official maps of Bremerton
Tide Lands on file in the office of the Commissioner of Public
Lands at Olympia, Washington.

Annual rental, \$ 120.00 (first period)

Payable December 8

Application No. HA 1783

hm PROOF READ 1/10

2100

To have and to hold for the term of Ten (10) years from the date of this instrument, for the purpose of building and maintaining upon the above described harbor area, wharves, docks and other structures for the convenience of navigation and commerce, as may be determined by legislative enactment or by rule of the Commissioner of Public Lands.

This indenture is executed in consideration of the covenants and stipulations herein contained, and of the payment annually in advance of rental in the amount Six (6) % of the true value, in money, of the harbor area (exclusive of improvements) as fixed by the assessor of Kitsap County in accordance with the provisions of Sec. 5, Chap. 171 of the Laws of 1923 as follows:

"The assessor shall thereupon in accordance with section 11121 of Remington's Compiled Statutes determine the true and fair value in money of such harbor area (exclusive of the improvements thereon) as of March 1st preceding the date of the filing of such application and certify the same to the commissioner. Such value shall be the basis of rental until the assessor's next valuation as herein provided. The assessor shall thereafter in every even numbered year as of March 1st place a valuation on such harbor area (exclusive of improvements) in accordance with said section 11121, Remington's Compiled Statutes, and certify the same to the commissioner and such valuation shall be the basis of rental for the two-year period following such valuation."

The State of Washington shall have the right to regulate, either under rules established by the Commissioner of Public Lands, or by legislative enactment, or by both methods, the rates of wharfage, dockage and other tolls, to be imposed by the lessee upon commerce for any of the purposes for which said leased harbor area may be used, and to change such regulations and rates from time to time, and the right to prevent by such means and in such manner as it may adopt, extortion, discrimination, unequal or exclusive privileges, and to cancel this lease for the violation of any law, rule, regulation or order governing the same.

The State of Washington shall have the power by the Commissioner of Public Lands to cancel this lease upon a breach of any of its conditions by the lessee or for the failure or refusal of the said lessee to erect, within a reasonable time hereafter, and continuously to operate and maintain in and upon the above described harbor area the wharves, buildings or other structures described and represented in the exhibits of improvements proposed to be erected therein by said lessee, which have heretofore been filed with the Commissioner of Public Lands, or as altered with the consent and approval of said Commissioner entered upon his records.

The State of Washington reserves unto itself, port district, county, city or other public agency in the territory where the portion of the harbor area described in this lease is located, the right to assume and thereafter hold this lease upon acquirement of the tide lands contiguous thereto and fronting thereon, without any value for said lease except for improvements thereon: Provided, That this covenant shall not be held to apply to any cancellation of this lease ordered by the Commissioner of Public Lands on account of fraud or breach of any of the covenants of this lease, or a failure to file and keep therewith a good and sufficient bond as provided by law, but in such case the improvements upon the said leased area shall become the property of the State.

The lessee shall not make or suffer to be made any artificial filling in of said leased area or any deposit of rock, earth, ballast, refuse, garbage or other matter within such area, except as provided by law or as approved in writing by the Commissioner of Public Lands.

If the said lessee shall fail to pay to the State the rental hereinbefore provided on the date when the same is due, or within sixty days thereafter, the Commissioner of Public Lands may declare this lease canceled and all rights or claims of the said lessee under this lease in and to the said area or in or to any improvement therein or thereon, shall immediately thereupon vest in the State of Washington.

The lessee herein shall not sub-let the whole or any part of said leased area except upon the written permission of the Commissioner of Public Lands.

All the conditions and covenants set forth in this indenture are declared to be of the essence of the contract, and a breach of any one is a breach of the whole.

Executed in duplicate this day and year above written.

THE STATE OF WASHINGTON.

By [Signature]
Commissioner of Public Lands.

[Signature]
Lessee.

P. O. Address 2606 Holman Street
Bremerton

Kitsap County, State of Washington

STATE OF WASHINGTON,

County of _____

ss.

We, _____
of _____, as principal, and we, _____

as sureties, all of the State of Washington, County of _____, do confess ourselves indebted to the State of Washington in the penal sum of Five Hundred (\$500) Dollars, and to the payment of which we are held and firmly bound, and do by these presents bind ourselves, our and each of our heirs, executors, administrators or assigns, jointly and severally, firmly by these presents.

Sealed with our seals this _____ day of _____, A. D. 194_____

The condition of the above obligation is such that, Whereas, the principal, _____, in the foregoing bond did enter into a certain lease and contract with the State of Washington (which is hereto attached and made part of this instrument, and all the conditions of which are written into and made part of this instrument), whereby the above bounden principal, _____, ha_____ leased from the State of Washington the part, lot or parcel of property described in said hereto attached lease and contract, upon all the conditions set up in said lease and contract: Now, therefore, if the said above named lessee, _____, the principal, _____, herein, shall well and truly perform all the conditions set up and prescribed in the said lease and contract hereto attached, in all and every part thereof, then this bond shall be considered satisfied and discharged; otherwise it shall have full force and effect.

Signed with our hands and sealed with our seals, this day and year first above written.

John B. Vighil [SEAL]
Wendell H. Arnold [SEAL]
Orvel J. Cartman [SEAL]

[SEAL]

The foregoing bond and the sureties thereon approved this _____ day of _____, 1946

Beall
Commissioner of Public Lands.

TO BE EXECUTED BY SURETIES ONLY

STATE OF WASHINGTON,

County of Kitsap

ss.

Wendell H. Arnold + Orvel J. Cartman

being first duly sworn, each for himself, and not one for the other, deposes and says: That he is a citizen of the State of Washington and is not barred by any statute of said State from executing bonds or becoming a surety; that he is one of the persons named in and who executed the foregoing obligation as surety, and that the same is his free and voluntary act and deed for the uses and purposes therein mentioned; that he is worth the sum of \$500.00, over and above all his just debts and liabilities, in separate property situated in said State, and not exempt from sale on execution.

Wendell H. Arnold
Orvel J. Cartman

Subscribed and sworn to before me this 4 day of January, A. D. 1960

James O. Arthur
Notary Public in and for the State of Washington,
Residing at Bremerton

DUPLICATE

No. 1783

LEASE AND BOND
OF
Harbor Areas

STATE OF WASHINGTON

TO

JOHN B. VERHELST

Address 2606 Holman Street
Bremerton, Washington

Harbor of Bremerton

Application No. HA 1783
2418-5

COMMISSIONER OF PUBLIC LANDS

JAN 7 1950

RECEIVED

COMMISSIONER OF PUBLIC LANDS

DEC 2 1950

RECEIVED

NOTE: INSPECTOR READ AND REMEMBER—Answer every question fully, or if it does not apply to the case check it, thus indicating it has not been overlooked. If you do not find sufficient space following question, number question and complete answer under "General Report." Inspector, remember you do not appraise values. You merely furnish information that will enable the Department to determine values.

GENERAL REMARKS

This area was inspected at 3:00 PM on September 23, 1959 by John Kingsbury and Don Morris. Mr. Verhelst was contacted and showed the desired area to us.

Western Gas Company has discontinued the production of gas on the site, so no longer need the harbor area lease. Mr. Verhelst is negotiating to purchase the portion of the gas companies uplands that are immediately adjacent to the meander line and has already purchased the up lands owned by Helen Bresnan.

We contacted Helen Bresnan (now Helen Matz, 3731 Prebble St, Bremerton, Wash.) and although she has sold her uplands to Mr. Verhelst, and although the Gas Company has cancelled the lease, she feels that her sublease should still run until Nov. 25, 1960. She also states that she leased the land (subleased?) from the state and that the Gas Company then forfeited all interest in it, it has been and is listed under her name on the tax rolls and that she has been paying the taxes on it. She states that she will have her attorney check on it within the next ten days.

Any additional information this office can secure will be forwarded immediately.

All other data in the application was found to be correct, except that Mr. Verhelst has not yet completed negotiations to purchase the Western Gas Co. property.

Since the applicant is now the Richfield Oil Co. distributor and desires the lease to enable him to install a new Bulk Plant, we recommend that this lease be granted.

RECEIVED
SEP 24 1959

FORWARDED TO FIELD UNIT

IF INSPECTOR DOES NOT ANSWER ALL QUESTIONS (or check them, thus indicating they have not been overlooked) THIS REPORT WILL BE RETURNED FOR CORRECTION